THE HON'BLE SRI JUSTICE GODA RAGHURAM

WRIT PETITION NO. 12631 OF 2006

Between :

M/s Vijaya Constructions,
Rep. by its Managing Partner D.Gopi,
Arundalpet, Guntur

… Petitioner

And :

A.P.Health & Medical Housing &
Infrastructure Development Corporation
Rep. by its Chief Engineer, Hyderabad, and others

… Respondents

THE HON'BLE SRI JUSTICE GODA RAGHURAM

WRIT PETITION NO. 12631 OF 2006

ORAL ORDER :

The writ petition is misconceived. It is directed against the order dated 14.06.2006 of the 1st respondent. The 1st respondent by the impugned proceedings has terminated two existing agreements, viz.,

Sl. No.	Name of the work	Agreement Value
1)	Construction of PG Hostel & Internees Hostel Block for Boys and internees Hostel Block for Women at Government General Hospital, Guntur:	Rs. 1,51,43,173/-
2)	Construction of Casualty and Pathology Biology and Bio-chemistry Lab Block and Renovation of existing OPD Block at Govt. General Hospital, Guntur:	Rs. 1,14,24,857/-

The impugned order has also forfeited the EMD in respect of these works.

In respect of these works the petitioner had a contractual relationship with the 1st respondent. It is not a statutory contract. Assailing the termination of the contracts and forfeiture of the EMD, the petitioner filed this writ petition for a declaration that the action is arbitrary, illegal, *malafide*, unconstitutional and violative of Articles 14, 19(1)(g) and 21 of the Constitution and for a consequent direction to the respondents to allow it to recommence and execute the two works. In short, the petitioner seeks invalidation of the termination of a non-statutory contract and the relief of specific performance of the contract.

In view of the law declared in ***Radhakrishna Agarwal v State of Bihar*** [1] as reiterated in ***Assistant Excise Commissioner v Issac Peter*** [2] and several other decisions of the Supreme Court contractual disputes in relation to a non-statutory contract which are not threshold in character ought not normally to be entertained by this court under Art.226 of the Constitution. The petitioners have an effective alternative remedy before a civil court of competent jurisdiction or before an Arbitrator, if there be an arbitration clause in the contract.

The disputes between the petitioner and the 1st respondent are commercial in character and arise pursuant to a non-statutory contractual relationship. Primarily and intrinsically no public law issues present themselves for adjudication and the termination can be assailed only within the framework of the terms of the contract. No public law issues present themselves in this case, warranting adjudication u/Art. 226 of the Constitution.

For the aforesaid reasons the writ petition is dismissed.

The petitioner is however at liberty to pursue appropriate remedies before the appropriate forum. No order as to costs.

Dt: 04.09.2006 ----------

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CC as soon as possible Justice G. Raghuram

B/o Pvsn

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[1] AIR 1977 SC 1496

[2] (1994) 4 SCC 104